for itself. He was clearly of opinion that the agreement meant nothing more than the communication of the sewer, or "shore," from the house to the public sewer. If it meant anything that was not expressed, he (his Honour) could not help it, and he could not alter the law because a party had made a blunder; but he thought it a pity that parties who knew nothing of the law should make agreements of this kind without consulting a professional adviser. The judgment must be for the defendant.

LOSS ON BROKEN CONTRACTS.

EMPLOYERS' RESPONSIBILITY.

We some time since reported the particulars of a case tried at the County Court, Windsor, in which a brewer there was defendant, and Messrs. Fryer, builders, were plaintiffs.

A new trial in this case was granted at the last Court, on the ground that the payment of 12*l.* into court was a legal admission of the agreement under which the work had been performed. The present was an action to recover 21*l.* 10*s.* as compensation for the loss sustained on the preparation of materials for building a house which was not proceeded with, the defendant having given notice to plaintiffs to that effect. Evidence was again led, but it is unnecessary to re-enter on it. A full report will be found in the *Windsor Express* newspaper. The Judge, after recapitulating the evidence, gave judgment for the full amount claimed, 21*l.* 10*s.* He said,—I think, looking at the whole of this case, and taking into consideration the loss sustained, or likely to be, on the 13,500 bricks, even by the evidence of defendant's own witnesses, that I should not be doing justice, if I gave judgment for less than the whole amount claimed by plaintiffs, which I think very reasonable compensation, as in addition to the loss, they must have experienced considerable anxiety, and as the contract was not terminated for above a twelvemonth after its commencement, plaintiffs may have been prevented from entering into any other contracts, having the present one pending. I do not see how I can give plaintiffs the costs of the second nonsuit, but I shall give them the full costs of the application for the new trial, as well as for the trial to-day, for the plaintiffs have been put to more trouble and anxiety in recovering their claim, from the litigious conduct of the defendant, who has entailed more anxiety and expense upon the plaintiffs, in endeavouring to recover a reasonable demand, than any case that has come before me since the establishment of these courts.

Books.

The Law of Patents and Registration of Invention and Design in Manufacture: with Statutes, Forms, and Rules. By THOMAS TURNER, Esq., Barrister-at-Law, Author of "Counsel to Inventors," &c. Crockford, Strand. 1851.

PATENT law writers have of late been marshalling their forces for the coming strife, which it is to be hoped will be stirred up in the ensuing session of Parliament for the settlement of this moot question. Mr. Turner ranks amongst the ablest of these writers. The present work, however, is a practical one, illustrative of the law as it stands, and useful to all inventors who would wish to thread their way through its intricacies without being caught in its meshes or disappearing altogether in its pitfalls. Though a practical work, it assumes a theoretical form, being, in fact, a theory of the practice of the patent law,—a

"Theory of a subject of jurisprudence which presents some very peculiar and some rather subtle features. 'The whole of the Patent Law,' says the present Master of the Rolls (Evidence, House of Lords Committee, 1851), 'is exceedingly difficult, particularly in practice. Nobody I have ever yet known has been able to arrive at a satisfactory definition, precisely to ascertain in any case what is a new and what is a useful invention. The cases at law (which are very numerous) give a sort of rough definition of the matter; but the judges have found themselves totally at a loss to do more than decide in each individual case.' Of these cases a selection is here given (with some preference to recent decisions, and including some which are not in the standard reporters), and used, not so much for authoritative precept, which, indeed, they often do not furnish, as for illustration of the principles. These, though few and simple, occur in combinations infinitely varied by the special facts, and it seemed expedient to condense the account of such general doctrines, which are applicable to almost every case."

In the preface the author alludes to the unjust desire of some to abolish all protection by patent.

"One word on patent law amendments," he remarks, "for which some persons seem disposed to substitute abolition, forgetting that there is an *instinct* of property, the developments of which it is the business of the law to regulate—not to suppress. There are some notorious evils, some vexatious formalities, and ill-adjusted fees—if they were removed (and the work of excision in reform is easy), the system would right itself. The success of constructive legislation is more doubtful, and superfluous statute law always mischievous."

Superfluous legislation we would assuredly not desire; but the question here may turn on the conflict of opinion as to what or whether legislation would be really superfluous. The sweeping reduction rather than the mere adjustment of fees is certainly a main desideratum.

The Patent Journal and Inventors' Magazine, Vol. XI., from April 5th to September 27th, 1851. Edited by CHARLES BARLOW and EDWARD JOHN PAYNE, Esqrs. London.

THE Patent Journal well sustains its character. It forms an interesting and curious collection of the results of man's scientific ingenuity.*

Miscellanea.

ELECTRO-TELEGRAPHIC PROGRESS.—The telegraph has been introduced, it is said, into the principal school at Bishopswearmouth, the wires being laid through the establishment, and the orders of the head master being instantaneously transmitted to the associates and servants.——The *Athenæum* states that the same two gentlemen who first suggested and commenced the telegraph across the Straits of Dover, "have expressed to some of our eminent engineers and capitalists their conviction of the feasibility of establishing a single line of communication between this country and America, for a less sum than was paid for making a single mile of the expensive portion of the Great Western Railway." It was proposed in this instance to have only a single wire covered with gutta percha, similar to that used last year to prove the practicability of passing an electric current across the Channel from England to France—to which it was proposed to add an additional protection of hempen plat—the hemp having been passed through a chemical solution, to render it indestructible in salt water. Such a line, it was said, of gutta percha and prepared hemp, would, although only about three-quarters of an inch in diameter, be of nearly double the strength of the experimental line laid down between England and France last year in a strong sea and running tide. A sum of 100,000*l.*, it is estimated, would more than accomplish it. "The extension of the line across the American continent to the Pacific," it is added, "would follow certainly, and we should have the astounding fact of a communication from the shores of the Pacific, crossing America, and the Atlantic, and touching our shores, in an instant of time."——For the information of those who require it, we may here state, that the cost of the new cable in the English Channel is said to have been 15,000*l.*

THE IRON TRADE.—The quarterly meetings have taken place, and have proved as flat and useless as usual, so that there is really nothing to report, unless it be that recent failures have given further alarm. The nominal prices of manufactured iron are 5*l.* 5*s.* to 8*l.*; pig-iron, 45*s.* to 68*s.* per ton.

* By the way, how does it happen that paragraphs from *The Builder*, that have lost their true paternity, and go under an *alias*, as so many of them do, gain admission to the columns of the *Patent Journal*, while by no accident is *The Builder* itself quoted that we can discover? E. g., "Steam once more going."—false paternity, *Scottish Railway Gazette*, real honest origin, *The Builder*.

DRAX CHURCH.—On Thursday in last week the ancient church at Drax, near Snaith, was reopened, after extensive restoration, under the direction of Mr. G. Fowler Jones, architect. The parish church at Drax, like most of our old churches, still retains a few relics of bygone days, interesting alike to the amateur and the architect. The south front, which is seen from the road, presents in the nave a very nice specimen of enriched clerestory of the Perpendicular period. The tower, which is at the west end of the nave, is of much earlier date, surmounted by a well-proportioned spire, also of the Perpendicular period. In the interior there are several parts of the old Norman building remaining: the piers and arches on the north side of the nave are of this period, the arches having simple label mouldings, ornamented with a small dog-tooth ornament. The tower and chancel arches are also Norman. The body of the church is 56 feet long by 47 feet broad, consisting of nave, with north and south aisles. The chancel is 37 feet 6 inches long by 21 feet broad, having lancet windows in the sides,—the east window presenting a specimen of the general mode of restoring country churches in the early part of the nineteenth century, being a large square opening with sash frame. The north aisle is carried further eastward than the arch dividing the chancel from the nave and forming a chapel which was separated from the church by a carved oak screen, similar to that in the chancel arch. The present alterations have been carried out through the liberality of the vicar, the Rev. Jocelyn Willey. The contractors were Messrs. Brown and Flintoff, of York.—*Yorkshire Gazette.*

DECORATIONS IN ROME.—A correspondent of the *Athenæum* says, respecting the church *San Paolo fuori le Mura* at Rome,—"The gilt ceiling of the nave is completed:—that of the side aisles with sunk panels and coffers elaborately carved, is in a state of forwardness. The wisdom of lavishing such magnificence in the head-quarters of pestilence is more than questionable; but should the next five-and-twenty years see the completion of the building, the edifice will be one unrivalled in impressiveness and beauty,—gaining, perhaps, in entire concord and harmony of form and colour what it has lost in time-hallowed associations,—and to the mere *dilettante* eye, which becomes surfeited with repetition upon repetition of the devices of Bramante, Borromini, Bernini, &c., &c., most welcome as affording the relief of variety among the countless ecclesiastical edifices of Rome. Thorough-going restorations, too, are going on in the fine church of *Santa Maria sopra Minerva*. The vaults of the transepts and choir have been just newly covered with frescoes: the pillars of the nave are repaired, and in process of being polished: the monuments and altars are re-arranged; and the building is a hive of workmen. Would that art and zeal were one—but the new frescoes, showy enough as to their entire effect, cannot compare with contemporary German paintings nor even with the French essays in the portals of St. Germain l'Auxerrois and the chapels in St. Méry at Paris; and their want of style, I fear, will be found all the more prominent and disappointing when the works of elder art, in which the church is rich—the Christ of Michael Angelo and the altar-piece by Fra Beato among them—shall be again visible, on the completion of the repairs in progress."

THE READING SURVEY.—Is it usual for the Local Boards of Health to reserve the "filling in" of town surveys for their own surveyor after advertising for tenders for the complete work? In the case of the Reading survey the local board has accepted a tender for the triangulation at 297*l.* and given their own surveyor the filling in portion of the survey for 300*l.*, making together 597*l.*, whereas tenders for the triangulation at 250*l.*, and for the complete survey at 460*l.* (both by competent persons) were rejected. As the amounts of the tenders have not been published it may be interesting to surveyors as well as ratepayers to know how this description of business is settled after public competition.—A COMPETITOR.

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